REDEVELOPMENT COMMISSION APRIL 10, 2018 Page 1 of 5

President Brent Tilson called the Meeting to order at 4:31 p.m.

PRESENT: Commission Members Brent Tilson, Bryan Harris, Mike Campbell, Chuck Landon, Steve Moan.

ABSENT: Non-voting advisor Scott Alexander

Also In Attendance: Stephen Watson, Attorney and Amanda Leach, Recording Secretary

# **Approval of Meeting Minutes:**

Mr. Tilson requested a motion to approve the regular meeting minutes of March 10, 2018, so moved by Mr. Harris, seconded by Mr. Moan. **Vote: Ayes. (5-0) Motion carries.** 

#### **New Business**

# Resolution No. 2018-07 – Resolution Confirming Greenwood Redevelopment Commission Resolution 2018-05 Amending the Declaratory Resolution of the Eastside Economic Development Area and Plan

Mr. Tilson opened the public hearing and invited anyone wishing to speak for or against to address the Commission at this time. No one spoke, the public hearing was closed.

Mr. Campbell moved to approve Res. 2018-07 as presented, seconded by Mr. Tilson. Vote: Ayes. (5-0) Motion carries.

# **Old Business:**

None.

#### Capital Project Status Report

#### Madison Avenue Corridor Improvement Project

# Professional Services Agreement for Part-Time Inspection Contract with Wessler Engineering

Mr. Steinmetz presented a ("PSA") with Wessler Engineering for Part-Time construction observation/administration on the Madison Avenue Corridor Improvement project with the proposed following Scope of Services: Construction Phase — Resident Project Representative (RPR). Provide the services of a part-time RPR at the Site to assist the Owner and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Attachment No. 5 (attached hereto and made a part of the record) to this Agreement. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Attachment No. 5. The duties of the RPR are generally as follows.

- i. Review construction documents to gain a better understanding of the scope of work and bid items.
- ii. Perform periodic observations to verify work complies with construction documents.
- iii. Track quantities for use in verifying Contractor Pay Applications.
- iv. Communicate and coordinate field issues between the Design Engineer and/or Owner's Representative and Contractor.
- v. Document all observed construction activity and pertinent discussions through daily field reports and construction photos.
- vi. Attend progress and coordination meetings as needed.

Any Additional services would be upon approval. Mr. Steinmetz stated this service is a not to exceed amount of \$41,000 payable from the Fry Road TIF Fund. Mr. Harris moved to approve as presented, seconded by Mr. Moan. **Vote: Ayes. (5-0) Motion carries.** 

# Surina Way Connector / OLG Parking Lot / Meridian Street

### Change Order No. 1 – Deduction for Lighting

Mr. Steinmetz presented a Change Order explaining the change is to use Kim light fixtures as identified in alternate I on bid form 1 in lieu of Landscape Forms light fixtures for the parking lot. The decrease is in the amount of \$40,000 and would request the Commission to ratify acceptance of Change Order No. 1 as presented, so moved by Mr. Harris, seconded by Mr. Tilson. **Vote:** Ayes. (5-0) Motion carries.

# Main Street / Meridian Street Intersection Improvements

# Change Order No. 1 – Pedestrian Crossing / Opticom Relocation

Mr. Steinmetz presented a Change Order explaining the change is for pedestrian button extensions on poles and opticom relocation for a total of \$8,138.00 and would request the Commission to approve Change Order No. 1 as presented, so moved by Mr. Tilson, seconded by Mr. Harris. **Vote:** Ayes. (5-0) Motion carries.

# **Emerson Avenue Improvements (1st Meeting)**

Mr. Steinmetz stated this project has been set out to bid. The project includes, but not limited to, repaving of the road from County Line Road south to Main Street, trails and pathways and landscaping. The cost estimate for this project is between three to four million which is budgeted in the most recent Eastside TIF Bond. Upon bids being opened, City staff will review and come back before the Commission at the May meeting in anticipation of contract award.

# **Department Reports:**

Interim Corporation Counsel – Manny Herzog on behalf of Sam Hodson

None.

RDC Attorney - Stephen Watson

• None.

City Engineer – Daniel Johnston

# • Worthsville Road Section 3 (US 31 to Averitt Road)

Mr. Johnston stated the Worthsville Road Section 3 (from Averitt Road to US 31) has reached the timeframe for land acquisition. Our consultant, and their subconsultants, have identified the areas required for the project. The project originally identified 17 parcels to be acquired. One parcel was previously eliminated. The remaining 16 parcels are in varying stages of design, appraisal, and acquisition. The List of Offerings shows the offer prices for the current 10 parcels ready for acquisition. The remaining 6 parcels are pending resolution of design and/or environmental document approval. Discussion was had concerning the procedure for working with the Board of Public Works & Safety on the land acquisition. The City received the appraisals for Parcels 1, 2, 4, 6, 7, 12, and 17. Engineering, Legal, and Mayor's office staff all reviewed the appraisals and signed the Statement of Basis of Just Compensation forms for these parcels. Our consultants made the offers to the owners of these parcels on or about March 14<sup>th</sup>, 15<sup>th</sup>, and 19<sup>th</sup>. Mr. Campbell moved to ratify the offers for Parcel 1, 2, 4, 6, 7, 12 and 17 in the amount of \$169,445.00 payable from the Eastside TIF Fund, conditional upon the Board of Works approval, seconded by Mr. Harris. **Vote: Ayes. (5-0) Motion carries.** 

Mr. Johnston stated the City has received appraisals for Parcels 5, 9, and 10, and City staff has reviewed the Statement of Basis of Just Compensation. Engineering, Legal, and

Mayor's office staff have reviewed the appraisals for these parcels. No offer has been made on these parcels. Mr. Campbell moved to approve acquisition funding of Parcels 5, 9 and 10 in the amount of \$61,000.00 payable from the Eastside TIF Fund, conditional upon the Board of Works approval, seconded by Mr. Tilson. Vote: Ayes. (5-0) Motion carries.

Mr. Watson stated a List of Offering Prices for these parcel acquisitions has been presented to the Commission for consideration and would recommend a motion to approve, so moved by Mr. Tilson, seconded by Mr. Campbell. **Vote: Ayes. (5-0) Motion carries.** 

# Controller - Greg Wright

None.

## ADS Consulting, LLC - Adam Stone

# • Fry Road TIF Fund - Completed Projects

Fry Road / State Road 135 Intersection Improvement Project – Mr. Stone stated this has been completed and would recommend a motion to unencumber the following Fry Road TIF Funds in the amount \$96,472.00, so moved by Mr. Tilson, seconded by Mr. Harris. **Vote: Ayes. (5-0) Motion carries.** 

2017 Bituminous Overlay Project - Mr. Stone stated this has been completed and would recommend a motion to unencumber the following Fry Road TIF Funds in the amount \$15,615.00, so moved by Mr. Harris, seconded by Mr. Campbell. **Vote: Ayes. (5-0) Motion carries.** 

# Mayor's Office - Mark Myers

None.

# **Claims Docket:**

Mr. Tilson presented the April 10, 2018 monthly claims docket in the amount of \$433,435.19 for approval, so moved by Mr. Harris, seconded by Mr. Tilson. **Vote: Ayes. (5-0) Motion carries.** 

an Harris, Secretary

# Any other business to come before the Commission:

None.

# Adjournment:

With no further business, the meeting adjourned at 5:14p.m.

Brent Tilson, President

# RECAP OF MOTIONS

RECAP OF MOTIONS	
Approval of Minutes	So moved by Mr. Harris, seconded by Mr. Moan.
8	Vote: Ayes. (5-0) Motion carries.
Motion to approve the regular meeting	
minutes of March 13, 2018.	
Resolution No. 2018-07	So moved by Mr. Campbell, seconded by Mr.
	Tilson. Vote: Ayes. (5-0) Motion carries.
Motion to approve Res. 2018-07 -	THE STORY OF STREET STREET, STREET STREET, STR
Resolution Confirming Greenwood	
Redevelopment Commission Resolution	
2018-05 Amending the Declaratory	
Resolution of the Eastside Economic	
Development Area and Plan	
Madison Avenue Corridor Improvement	So moved by Mr. Harris, seconded by Mr. Moan.
Project Project	Vote: Ayes. (5-0) Motion carries.
Troject	votes ray ess (5 0) intotion curries.
Motion to approve Professional Services	
Agreement for Part-Time Inspection	
Contract with Wessler Engineering in an	
amount not to exceed \$41,000 payable from	
the Fry Road TIF Fund.	
Surina Way Connector / OLG Parking	So moved by Mr. Harris, seconded by Mr. Tilson.
Lot / Meridian Street	Vote: Ayes. (5-0) Motion carries.
Edit Weildian Street	vote. Ayes. (5-0) Motion carries.
Motion to ratify the approval of Change	
Order No. 1 – Deduction for Lighting by the	
decrease in the amount of \$40,000.	
Main Street / Meridian Street	So moved by Mr. Tilson, seconded by Mr. Harris.
Intersection Improvements	Vote: Ayes. (5-0) Motion carries.
intersection improvements	vote. Ayes. (3-0) Motion carries.
Motion to approve Change Order No. 1 –	
Pedestrian Crossing / Opticom Relocation	
totaling \$8,138.00.	
Worthsville Road Section 3 (US 31 to	So moved by Mr. Commball googneded by Mr.
Averitt Road)	So moved by Mr. Campbell, seconded by Mr.
Averitt Road)	Harris. Vote: Ayes. (5-0) Motion carries.
Motion to ratify the offers for Parcel 1, 2, 4,	
6, 7, 12 and 17 in the amount of	
\$169,445.00 payable from the Eastside TIF	
Fund, conditional upon the Board of Works	
approval.	Co moved by Mc Complett
Worthsville Road Section 3 (US 31 to	So moved by Mr. Campbell, seconded by Mr.
Averitt Road)	Tilson. Vote: Ayes. (5-0) Motion carries.
Motion to approve acquisition funding of	
Parcels 5, 9 and 10 in the amount of	
AND THE PARTY OF T	
\$61,000.00 payable from the Eastside TIF	"
Fund, conditional upon the Board of Works	
approval.	Co moved by M. Til 1 1 1 3
Worthsville Road Section 3 (US 31 to	So moved by Mr. Tilson, seconded by Mr.
Averitt Road)	Campbell. Vote: Ayes. (5-0) Motion carries.
Motion to oppose the Little COCC	
Motion to approve the List of Offering	
Prices presented before the Commission for	
consideration.	

Fry Road TIF Fund - Completed	So moved by Mr. Tilson, seconded by Mr. Harris.
<b>Projects</b>	Vote: Ayes. (5-0) Motion carries.
Fry Road / State Road 135 Intersection	_
Improvement Project – Mr. Stone stated this	14
has been completed and would recommend	
a motion to unencumber the following Fry	
Road TIF Funds in the amount \$96,472.00.	
Fry Road TIF Fund - Completed	So moved by Mr. Harris, seconded by Mr.
Projects	Campbell. Vote: Ayes. (5-0) Motion carries.
34	4 00 000 100
2017 Bituminous Overlay Project - Mr.	
Stone stated this has been completed and	
would recommend a motion to unencumber	
the following Fry Road TIF Funds in the	
amount \$15,615.00.	
Claims Docket	So moved by Mr. Harris, seconded by Mr. Tilson.
	Vote: Ayes. (5-0) Motion carries.
Motion to approve April 10, 2018 monthly	
claims docket in the amount of	
\$433,435.19.	

# ATTACHMENT NO. 5

# DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

Prepared by

**ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE** 

and

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# A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE\*\* \*\*unless otherwise noted

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

#### A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

#### B. Duties and Responsibilities of RPR

- 1. Schedules Review the progress schedule. Schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
- 2. Conferences and Meetings Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings and prepare and circulate copies of minutes thereof.

#### 3. Liaison –

- a. Serve as ENGINEER's liaison with CONTRACTOR; working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

# 4. Shop Drawings and Samples -

a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples, which are furnished at the site by CONTRACTOR and notify ENGINEER of availability of samples for examination.
- c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests
  - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- 6. Interpretation of Contract Documents Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- 7. Modifications Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

#### 8. Records -

- a. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract. ENGINEER's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures and send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

#### 9. Reports -

- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

- d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- 10. Payment Requests Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

#### 12. Completion -

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

#### C. Limitations of Authority

#### Resident Project Representative:

- 1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
- 2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
- 3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
- 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- 7. Shall not authorize OWNER to occupy the Project in whole or in part.
- 8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.